

R. D. Hume

The equipment covered by the document is all the equipment covered by the Conditional Sale Agreement, as amended and supplemented.

A short summary of the document to appear in the ICC Index is as follows:

"Full and complete release."

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,



Philip M. Kinkaid
Representative in fact for the
sole purpose of this filing for
United States Trust Company of
New York

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

BY HAND

a:trancsa2.1tr

Exhibit A

Seven (7) 2250-horsepower GE Model U-23-B locomotives,
identified by the following Missouri Pacific Company numbers:

MP4500
MP4501
MP4502
MP4503
MP4504
MP4505
MP4506

INTERSTATE COMMERCE COMMISSION

DEC 27 1988 3-5 J P

RECORDATION NO. 6868-B

RELEASE AND BILL OF SALE

This Release and Bill of Sale (this "Release"), dated effective as of June 30, 1988, is executed by UNITED STATES TRUST COMPANY OF NEW YORK, INDIVIDUALLY AND AS AGENT-ASSIGNEE (the "Agent-Assignee"), in favor of TXL Astra CORPORATION VI, a California corporation ("TXL Astra"), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee").

WHEREAS, General Electric Company (the "Vendor"), The First National Leasing Company (the "Vendee") and the Lessee entered into that certain Conditional Sale Agreement, dated as of January 10, 1973 (the "CSA"), which was recorded with the Interstate Commerce Commission (the "ICC") on January 22, 1973 under Recordation No. 6868, covering the seven U-23-B locomotives described on Exhibit A hereto (the "Locomotives");

WHEREAS, pursuant to that certain Agreement and Assignment, dated as of January 10, 1973, which was recorded with the ICC on January 22, 1973 under Recordation No. 6868-A, the Vendor assigned its rights in the Locomotives and the CSA to the Agent-Assignee;

WHEREAS, pursuant to a Bill of Sale, dated January 29, 1985, the Vendee sold the Locomotives to TXL Astra; and, pursuant to an Assumption of Conditional Sale Indebtedness, dated January 29, 1985, the Vendee assigned to TXL Astra its interest in the CSA, and TXL Astra assumed certain obligations and liabilities under the CSA; and

WHEREAS, TXL Astra has made all of the payments required to be made by it under the CSA, and has kept and performed all of its agreements and obligations therein contained;

NOW, THEREFORE, pursuant to the provisions of Article 5 of the CSA:

1. The Agent-Assignee hereby fully, absolutely, irrevocably and unconditionally (a) releases, discharges and acquits TXL Astra from all of its covenants, obligations, requirements, responsibilities, promises, duties and liabilities ("Obligations") under the CSA, (b) releases, discharges and acquits the Lessee from all of its Obligations as Guarantor under the CSA, and (c) releases the CSA and any liens, security interests, guaranties and equities created, existing or arising in connection therewith.

2. The Agent-Assignee hereby acknowledges that, pursuant to Article 5 of the CSA, absolute right to the possession of, title to and property in the Locomotives passed to and vested in TXL Astra at such time as TXL Astra paid the full indebtedness in respect of the purchase price under the CSA, together with interest and all other payments as therein provided, and performed all of TXL Astra's Obligations under the CSA. To evidence, acknowledge, confirm and ratify such transfer of title, the Agent-Assignee does hereby SELL, BARGAIN, TRANSFER and CONVEY to TXL Astra the Locomotives, and the absolute right to the possession thereof, title thereto (including full legal, equitable, beneficial and security title thereto) and property therein; TO HAVE AND TO HOLD the same unto TXL Astra, its successors and assigns, forever.

3. The Agent-Assignee hereby represents and warrants to TXL Astra that it has not previously transferred, assigned, granted, conveyed, pledged, mortgaged or encumbered the Locomotives.


4. THE AGENT-ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, VALUE, OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE LOCOMOTIVES. THE AGENT-ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE MERCHANTABILITY OR FITNESS OF THE LOCOMOTIVES FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LOCOMOTIVES WHATSOEVER, EXCEPT AS IS EXPRESSLY SET FORTH IN THIS RELEASE.

5. This Release shall (a) bind the Agent-Assignee, its successors and assigns; (b) inure to the benefit of TXL Astra, its successors and assigns (including, without limitation, any lender to whom TXL Astra may assign or pledge its interests herein); and (c) inure to the benefit of the

Lessee, its successors and assigns, with respect to the release of the Obligations of the Lessee as Guarantor under the CSA.

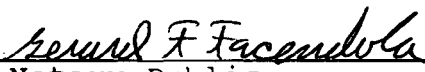
IN WITNESS WHEREOF, this Release has been executed on December __, 1988, but it is to be effective for all purposes as of June 30, 1988.

UNITED STATES TRUST COMPANY OF
NEW YORK, INDIVIDUALLY AND AS
AGENT-ASSIGNEE

By: 
Name: LOUIS YOUNG
Title: Assistant Vice President

STATE OF NEW YORK §
§
COUNTY OF NEW YORK § ss:

On this 22nd day of December, 1988, before me personally appeared LOUIS YOUNG, to me personally known, who being by me duly sworn, says that he is the Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation, acting individually and in its capacity as Agent-Assignee.


Signature of Notary Public

My Commission expires _____

GERARD F. FACENDOLA
NOTARY PUBLIC, State of New York
No. 31-4860798
Certified in New York County
Commission Expires July 14, 1988

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